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Sam's West, Inc. d/b/a Sam's Club Store No. 6382*

UNITED STATES DISTRICT COURT

CLARK COUNTY, NEVADA

KENTON McDONALD, an individual,

Plaintiff,

v.

SAM'S WEST INC., a Foreign Corporation
d/b/a SAM'S CLUB STORE NUMBER 6382;
DOE Individuals 1-10; DOE EMPLOYEE; and
ROE Corporations 11-20;

Defendants.

Case No.: 2:16-cv-02373-JCM-NJK

**STIPULATED PROTECTIVE ORDER
BETWEEN PLAINTIFF KENTON
McDONALD AND DEFENDANT SAM'S
WEST, INC. d/b/a SAM'S CLUB STORE
NO. 6382**

The parties to this action, Defendant Sam's West, Inc. d/b/a Sam's Club Store No. 6382 ("Sam's Club" or "Defendant") and Plaintiff Kenton McDonald, by their respective counsel, hereby stipulate and request that the Court enter a stipulated protective order pursuant as follows:

1. The Protective Order shall be entered pursuant to *the Federal Rules of Civil Procedure*.

2. The Protective Order shall govern all materials deemed to be "Confidential Information." Such Confidential Information shall include the following:

(a) Any and all documents referring or related to confidential and proprietary human resources or business information; financial records of the parties;

1 compensation of Defendant's current or former personnel; policies, procedures
2 and/or training materials of Defendant and/or Defendant's organizational
3 structure;

4 (b) Any documents from the personnel, medical or workers' compensation file of
5 any current or former employee or contractor;

6 (c) Any documents relating to the medical and/or health information of any of
7 Defendant's current or former employees or contractors;

8 (d) Any portions of depositions (audio or video) where Confidential Information is
9 disclosed or used as exhibits.
10

11 3. In the case of documents and the information contained therein, designation of
12 Confidential Information produced shall be made by placing the following legend on the face of the
13 document and each page so designated "CONFIDENTIAL" or otherwise expressly identified as
14 confidential. Defendant Sam's Club will use its best efforts to limit the number of documents
15 designated Confidential.

16 4. Confidential Information shall be held in confidence by each qualified recipient to
17 whom it is disclosed, shall be used only for purposes of this action, shall not be used for any business
18 purpose, and shall not be disclosed to any person who is not a qualified recipient. All produced
19 Confidential Information shall be carefully maintained so as to preclude access by persons who are not
20 qualified recipients.

21 5. Qualified recipients shall include only the following:

22 (a) In-house counsel and law firms for each party and the secretarial, clerical and
23 paralegal staff of each;

24 (b) Deposition notaries and staff;

25 (c) Persons other than legal counsel who have been retained or specially employed
26 by a party as an expert witness for purposes of this lawsuit or to perform
27 investigative work or fact research;

28 (d) Deponents during the course of their depositions or potential witnesses of this

1 case; and

2 (e) The parties to this litigation, their officers and professional employees.

3 6. Each counsel shall be responsible for providing notice of the Protective Order and the
4 terms therein to persons to whom they disclose "Confidential Information," as defined by the terms of
5 the Protective Order.

6 Persons to whom confidential information is shown shall be informed of the terms of this
7 Order and advised that its breach may be punished or sanctioned as contempt of the Court. Such
8 deponents may be shown Confidential materials during their deposition but shall not be permitted to
9 keep copies of said Confidential materials nor any portion of the deposition transcript reflecting the
10 Confidential Information.

11 If either party objects to the claims that information should be deemed Confidential, that
12 party's counsel shall inform opposing counsel in writing within thirty (30) days of receipt of the
13 Confidential materials that the information should not be so deemed, and the parties shall attempt first
14 to dispose of such disputes in good faith and on an informal basis. If the parties are unable to resolve
15 their dispute, they may present a motion to the Court objecting to such status. The information shall
16 continue to have Confidential status during the pendency of any such motion.

17 7. No copies of Confidential Information shall be made except by or on behalf of
18 attorneys of record, in-house counsel or the parties in this action. Any person making copies of such
19 information shall maintain all copies within their possession or the possession of those entitled to
20 access to such information under the Protective Order.

21 8. Any party that inadvertently discloses or produces in this action a document or
22 information that it considers privileged or otherwise protected from discovery, in whole or in part,
23 shall not be deemed to have waived any applicable privilege or protection by reason of such disclosure
24 or production if, within 14 days of discovering that such document or information has been disclosed
25 or produced, the producing party gives written notice to the receiving party identifying the document
26 or information in question, the asserted privileges or protection, and the grounds there for, with a
27 request that all copies of the document or information be returned or destroyed. **The receiving party**
28 **shall return or destroy the inadvertently disclosed documents, upon receipt of appropriately**

marked replacement documents.

9. The termination of this action shall not relieve the parties and persons obligated hereunder from their responsibility to maintain the confidentiality of information designated confidential pursuant to this Order.

10. Within thirty (30) days of the final adjudication or resolution of this Lawsuit, the party receiving Confidential Information shall destroy all Confidential Material, including all copies and reproductions thereof, to counsel for the designating party.

11. Nothing in this Order shall be construed as an admission to the relevance, authenticity, foundation or admissibility of any document, material, transcript or other information.

12. Nothing in the Protective Order shall be deemed to preclude any party from seeking and obtaining, on an appropriate showing, a modification of this Order.

DATED this 28th day of December 2016.

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COGBURN LAW OFFICES

PHILLIPS, SPALLAS & ANGSTADT LLC

/s/ Erik W. Fox

/s/ Timothy D. Kuhls

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Attorneys for Plaintiff

*Attorneys for Defendant
Sam's West, Inc. d/b/a Sam's Club Store No. 6382*

IT IS SO ORDERED.

Dated: December 29, 2016

NANCY J. KOPPE
United States Magistrate Judge